

Administration

INTERNATIONAL AGREEMENTS AND THIRD-PARTY AGREEMENTS

Summary. This regulation explains how to negotiate, conclude, implement, and administer international and third-party agreements.

Applicability. This regulation applies to heads of HQ USAREUR/7A staff offices and commanders of USAREUR major and separate major commands, assigned units, and operational command/control units (USAREUR Reg 10-5).

Impact on the Manning System. This regulation does not contain information that affects the New Manning System.

Supplementation. Supplementation of this regulation is prohibited without approval from the Commander in Chief, USAREUR, ATTN: AEAHN-IA, APO 09403.

Forms. Forms ending with the suffix "-R" will be locally reproduced on 8 1/2- by 11-inch paper through the servicing forms management office. Form letters ending with the suffix "-R" will be locally reproduced on unit or agency letterhead through the servicing forms management office.

AE Form Letters 79-R and 80-R and AE Form 71-R are included at the end of this regulation. Forms that are not locally reproducible will be ordered by the unit or organization publications clerk from the United States Army Printing and Publications Center, Europe, or as stated in the authorizing directive.

Interim Changes. Interim changes to this regulation are not official unless they are authenticated by the Adjutant General, USAREUR. Users will destroy interim changes on their expiration dates unless sooner superseded or rescinded.

Suggested Improvements. The proponent of this regulation is the Deputy Chief of Staff, Host Nation Activities, USAREUR (AEAHN-IA, HDG Mil (2121-)/ETS (370-6242/8233). Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the Commander in Chief, USAREUR, ATTN: AEAHN-IA, APO 09403.

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CHAPTER 1-INTRODUCTION

SECTION I--GENERAL

1-1. PURPOSE

a. This regulation:

(1) Implements AR 550-51 and USEUCOM Directive 5-13.

(2) Establishes the policy and procedures for negotiating, concluding, implementing, and administering international and third-party agreements that involve support rendered or received by USAREUR.

b. This regulation covers international and third-party agreements.

(1) International Agreement. An international agreement:

(a) Is a written agreement concluded with one or more foreign governments (incl their agencies, instrumentalities, or political subdivisions) or international organizations.

(b) Is expressly designated as an international agreement or as one of the following:

1. Memorandum of understanding.
2. Exchange of notes.
3. Exchange of letters.
4. Technical arrangement.
5. Protocol.
6. Note verbale.
7. Aide memoire.

8. Agreed minutes.

9. Plan.

10. Contract arrangement.

11. A document with another name having similar legal consequences.

(c) Is signed or agreed to by one or more international parties and:

1. Civilian or military officers having the authority to sign international agreements.

2. Employees of any DOD organizational element having the authority to sign international agreements.

3. Representatives of the Department of State or other agencies of the US Government having the authority to sign international agreements.

(d) Signifies the intention of the parties to be bound by international law.

(e) Provides for the joint use of accommodations, installations, or facilities on a reimbursable or nonreimbursable basis.

(2) Third-Party Agreement. A third-party agreement:

(a) Is a written agreement concluded with industrial enterprises, private US or German sports associations, or individuals.

(b) Is expressly designated as a third-party agreement or by some other name having similar legal consequences.

(c) Is signed or agreed to by one or more third parties and

1. Civilian or military officers having the authority to sign third-party agreements.

2. Employees of any DOD organizational element having the authority to sign third-party agreements.

3. Representatives of the Department of State or other US Government agencies having the authority to sign third-party agreements.

(d) Provides for joint use of accommodations, installations, or facilities on a reimbursable or nonreimbursable basis.

c. This regulation does not cover the following agreements:

(1) Implementing arrangements under an international mutual support agreement negotiated by USEUCOM for reimbursable and nonreimbursable acquisitions and transfers of logistic support, supplies, and services between US Army commands and NATO armed forces or NATO subsidiary bodies under the provisions of the NMSA of 1979 (USAREUR Reg 12-16).

(2) Contracts or other documents concluded under the FAR.

(3) Foreign military sales credit agreements.

(4) Foreign military sales letters of offer and acceptance and letters of intent executed on DD Form 1513 (US Department of Defense Offer and Acceptance) and DD Form 2012 (US Department of Defense Letter of Intent).

(5) Leases under the Arms Export Control Act, chapter 6, or United States Code, Title 10, Section 2667.

(6) Labor contracts with local unions.

(7) STANAG and ABCA QSTAGS that record the adoption of:

(a) Like or similar military equipment, ammunition, supplies, and stores.

(b) Operational, logistic, and administrative procedures.

(8) Agreements that establish only administrative procedures.

NOTE: An agreement that cannot be identified as an international or third-party agreement or categorized otherwise (para 2-2) will be sent to the CINCUSAREUR, ATTN: AEAJA-KL, APO 09403, for determination.

1-2. RELATED REFERENCES

Appendix A lists related publications.

1-3. EXPLANATION OF ABBREVIATIONS AND TERMS

Abbreviations and special terms used in this regulation are explained in the glossary.

SECTION II--RESPONSIBILITIES

1-4. RESPONSIBILITY UNDER REDELEGATION

Individuals and agencies negotiating and concluding international and third-party agreements under redelegation authority (para 2-3) will:

a. Ensure agreements comply with:

(1) US law and implementing directives or regulations issued by competent authorities.

(2) NATO SOFA.

(3) SA NATO SOFA.

(4) The Protocol of Signature to SA NATO SOFA.

b. Ensure necessary planning, programming, and budgeting for support to be provided or obtained.

c. Negotiate and conclude international and third-party agreements within their authority.

d. Supervise the execution of agreements for which they are the designated administrators.

e. Advise the CINCUSAREUR (ATTN: appropriate executive agent) of agreement implementation problems beyond their authority to resolve.

f. Conduct agreement reviews as prescribed in this regulation.

g. Comply with:

(1) The translation requirement, if applicable, in AR 550-51, paragraph 7, before concluding an agreement in a foreign language text. AE Form Letter 79-R (Memorandum of Translation Certification) will be used to certify foreign language texts.

(2) The certification requirement in AR 550-51, paragraph 8c, for international agreements. The authenticity of all copies other than the signed originals must be certified. AE Form Letter 80-R (Memorandum of Certification) will be used to certify that an agreement is the true and complete copy of the English and foreign language text.

h. Send reproducible certified copies of agreements and copies of translation within 15 days after conclusion, as follows:

(1) Three copies to the General Counsel, Department of Defense, WASH DC 20301.

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(2) One copy to the ASD, ATTN: Director, Rights Affairs, WASH DC 20301.

(3) One copy to the Assistant Legal Adviser for Treaty Affairs, Department of State, WASH DC 20520.

(4) One copy to USCINCEUR, ATTN: ECLA, APO 09128.

(5) One copy to CINCUSAREUR, ATTN: AEAJA-IA, APO 09403.

(6) One copy to CINCUSAREUR, ATTN: AEAHN-IA, APO 09403.

i. Compile and maintain a complete negotiating history file for the time the agreement is valid for each agreement concluded. The file will show the source of the authority used to negotiate and conclude the agreement.

1-5. HQ USAREUR/7A STAFF OFFICE RESPONSIBILITY

a. Within HQ USAREUR/7A, responsibility for compliance with the provisions of AR 550-51, paragraph 5a, is as follows:

(1) The authority negotiating or concluding an international or third-party agreement will negotiate the history file.

(2) ODCSHNA, HQ USAREUR/7A, is the office of record for:

(a) Receiving and recording requests for authority to negotiate and conclude international and third-party agreements.

(b) Recording authorizations or denials to conclude the agreements.

(3) OJA, HQ USAREUR/7A, will:

(a) Maintain the USAREUR central repository of international and third-party agreements. The repository will contain:

1. Copies of international and third-party agreements concluded by HQ USAREUR/7A staff offices.

2. Other international and third-party agreements that affect USAREUR.

(b) Compile and maintain a current index of international and third-party agreements.

b. The heads of HQ USAREUR/7A staff offices will:

(1) Determine within their functional areas the need for and the requirements of international and third-party agreements.

(2) Ensure support requirements in their functional areas are covered by appropriate agreements.

(3) Evaluate support requirements in their functional areas.

(4) Determine the need for:

(a) New agreements.

(b) Amendments to existing agreements.

(5) Request the appropriate HQ USAREUR/7A authority (para 2-3b) begin required negotiating and staffing procedures.

(6) Keep the appropriate HQ USAREUR/7A authority (para 2-3b) informed of matters relating to agreements.

1-6. HQ USAREUR/7A AUTHORITY

The appropriate HQ USAREUR/7A authority (para 2-3b) will:

a. Coordinate international and third-party agreements with appropriate USAREUR staff offices and the commanders of USAREUR major and separate major commands, assigned units, or operational command/control units before conclusion (see glossary).

b. Negotiate and conclude agreements and amendments.

c. Appoint the agreement administrators.

d. Control and monitor reimbursable aspects of agreements.

e. Report agreements as prescribed in applicable directives and regulations.

1-7. COMMANDERS OF USAREUR MAJOR AND SEPARATE MAJOR COMMANDS, ASSIGNED UNITS, AND OPERATIONAL

COMMAND/CONTROL UNITS (USAREUR Reg 10-5)
Commanders of USAREUR major and separate major commands, assigned units, and operational command/control units will:

a. Comply with the terms and conditions of applicable agreements.

b. Advise the staff office for the functional area concerned if full or partial compliance is not possible.

c. Ensure adequate resources are planned, programmed, and budgeted to cover international and third-party agreements.

CHAPTER II--INTERNATIONAL AGREEMENTS AND THIRD-PARTY AGREEMENTS

2-1. POLICY

International and third-party agreements are negotiated and concluded by centralized control and decentralized execution.

a. Centralized Control. Centralized control is maintained by:

(1) Retaining the negotiating and concluding authority under paragraph 2-3.

(2) Providing for coordination by all organizations affected (incl CINCUSAREUR, ATTN: AEAGF-FP and AEAJA-KL) when goods and services are purchased or sold on a reimbursable or nonreimbursable basis.

(3) Maintaining:

(a) A record of the line of authority to negotiate and conclude agreements.

(b) Central repositories for negotiated and concluded agreements.

(4) Complying strictly and promptly with the requirement to submit copies of concluded agreements.

b. Decentralized Execution. Decentralized execution is maintained through agreement administration by organizational elements or agents directly affected by the conditions of the concluded agreements.

2-2. DELEGATION OF AUTHORITY TO NEGOTIATE AND CONCLUDE INTERNATIONAL AND THIRD-PARTY AGREEMENTS

a. The Secretary of the Army and the USCINCEUR have delegated to the CINCUSAREUR the authority to negotiate and conclude international and third-party agreements falling within the regulations listed in appendix A provided the CINCUSAREUR, independently of these obligations, exercises responsibility over subject matter.

b. Even when the CINCUSAREUR exercises responsibility over subject matter, the delegations do not include authority to negotiate or conclude:

(1) Agreements of significant political, military, or fiscal importance.

(2) Agreements requiring approval, negotiation, or signature by the US at the diplomatic level according to past practices.

c. The CINCUSAREUR must obtain authority to negotiate and conclude any agreements falling under these exclusions from the ASD (ATTN: ISA) through either:

(1) HQDA as prescribed in AR 550-51, paragraph 6.

(2) HQ USEUCOM as prescribed in USEUCOM Directive 5-13, paragraph 8.

NOTE: Delegation authority is shown in appendix B.

2-3. REDELEGATION OF AUTHORITY TO NEGOTIATE AND CONCLUDE INTERNATIONAL AND THIRD-PARTY AGREEMENTS

a. CINCUSAREUR authority to negotiate and conclude international and third-party agreements is redelegated to the following individuals and agencies if authority over the functional area is conferred by either:

(1) A USAREUR directive.

(2) Another authorizing document.

b. Delegates must ensure the authority is valid before negotiating and concluding agreements by checking with the appropriate head, HQ USAREUR/7A staff office, or commander ((1) thru (11) below):

(1) The ADCSPER, USAREUR, for:

(a) Labor agreements resulting from:

1. USEUCOM civilian personnel coordinating committees.

2. Other actions required or authorized by USEUCOM Directive 30-6.

(b) Master, supplemental, and other servicing agreements concluded under DA CPR 254.

(c) Local national canteen licenses (USAREUR Reg 690-81).

(2) The DCSI, USAREUR, for special intelligence agreements involving USAREUR assigned or attached intelligence activities.

NOTE: This authority may be redelegated to field elements on a US fiscal year basis.

(3) The DCSOPS, USAREUR, for agreements:

(a) Associated with the fielding and sustainment of new equipment in USAREUR.

(b) Pertaining to USAREUR participation as a user nation under the provisions of the NATO Multinational Agreement for the Operation of the NATO Missile Firing Installation.

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(4) The DCSLOG, USAREUR, for agreements relating to the UK or BENELUX line of communication governed by USEUCOM Directive 60-2.

(5) The DCSENGR, USAREUR, for:

(a) Agreements that pertain to the acquisition, administration, and disposal of real estate to include:

1. Documentation.

2. Rights of use.

3. Payment of compensation and other compensation claims.

4. Recoupment of residual values (see AR 405-10 and USAREUR Regs 405-5 and 415-45).

(b) Procedural arrangements concerning:

1. Prefinanced NATO infrastructure projects (USAREUR Reg 415-22 and US/Federal Republic of Germany (FRG) Procedural Arrangements for Prefinanced NATO Common Infrastructure Projects).

2. Maintenance of NATO infrastructure facilities.

3. Environmental matters.

NOTES: 1. Authority for (5) (a) and (b) above may be redelegated to field elements.

2. The following are not international agreements according to the definition in this regulation: Individual real estate contracts, obligation documents, consignment agreements, or alternate construction agreements concluded to cover the acquisition, release, exchange, or settlement of compensation obligation of basic US-host government technical arrangements.

(6) The DCSIM, USAREUR, for agreements covering communications-electronics services.

NOTE: Agreements and amendments that affect USAREUR requirements for installation support will be closely coordinated with appropriate HQ USAREUR/7A staff offices and USAREUR commands.

(7) The JA, USAREUR, for agreements dealing with:

(a) Foreign criminal and civil jurisdiction over US personnel.

(b) Claims for which the Commander, USACSEUR, is responsible.

(8) The Commander, USASETAF, for agreements dealing with the USASETAF area of responsibility in cooperation with the DCSHNA, USAREUR.

(9) The Commander, 200th MMC (TA) (ADCSLOG-MRM), for agreements covering the operation, maintenance, and security of the Dongez-Metz Pipeline System under the Diplomatic Agreement of 1967 Between the United States of America and the French Republic, in cooperation with the DCSHNA, USAREUR.

(10) The Commander, 4th Transportation Command, for:

(a) Tariffs, rates, and fares for surface movements; documentation; payment; customs clearances; and leasing equipment.

(b) Rules pertinent to transportation.

(c) Master agreements for the use of private sidings of the US Forces.

(11) The DCSHNA, USAREUR, for international and third-party agreements not redelegated in (1) through (10) above:

c. The DCSHNA, USAREUR, will process and approve requests for negotiation and conclusion of international and third-party agreements:

(1) That exceed the scope of the redelegation set forth in b above.

(2) For which the proper approval authority is uncertain.

NOTE: Requests will be submitted to the CINCUSAREUR, ATTN: AEAHN-IA, APO 09403.

2-4. REQUESTS FOR NEGOTIATION AND CONCLUSION OF INTERNATIONAL AND THIRD-PARTY AGREEMENTS

a. Commanders of Army elements in the USAREUR area of responsibility who require international and third-party agreements will submit requests for agreements to the CINCUSAREUR (ATTN: responsible staff office or commander (para 2-3b)). When preparing the request, commanders:

(1) May discuss informally the desired terms and conditions for the agreement with local authorities of the foreign government or international organization concerned.

(2) Must advise the local authorities that the discussions are preliminary to negotiations and will not commit the US to provide or receive any kind of support or facilities.

(3) Will indicate the course of action taken and provide the names of officials and agencies contacted.

b. Requests for new international and third-party agreements will include, but not be limited to, the following information:

(1) Identity of the non-USAREUR party or parties.

(2) Identity of USAREUR agencies or units involved.

(3) Object of agreement (incl site plan, map, drawings).

(4) Indication whether or not the object of agreement is located on property made available to the US on a:

(a) Rent-free basis (e.g., federally or state-owned).

(b) Rent-payable basis (e.g., privately owned or municipal).

(5) Purpose of agreement.

(6) Date required, duration of agreement, and special termination clauses, if applicable.

(7) Special requirements and stipulations such as:

(a) Maintenance and repair responsibilities.

(b) Utilities or support required or rendered.

(c) Reimbursement procedures (with exact US FAO address, if applicable).

(d) Damages or claims.

(e) Construction or modification.

(f) Equipment.

(g) Storage.

(h) Safety or security.

(i) Regulation or SOP.

(j) Condition reports or inspections.

(k) Reports.

(8) Requester's identity, address, and telephone number.

(9) Information on coordination already accomplished.

(10) US resources required to support the proposal and evidence that the requester has or will have the resources to fulfill any US commitment for the duration of the agreement.

(11) Evidence that the proposed agreement is in the best interest of the US and will not impair or degrade US operational capabilities.

(12) An indication whether or not the proposed agreement should remain in effect following mobilization.

c. Sample formats for agreements are in appendixes C through E.

2-5. NEGOTIATING AND CONCLUDING AGREEMENTS

In coordination with the responsible USAREUR staff offices, the appropriate authority (para 2-3b(1) thru (11)) will:

a. Prepare a draft for use during negotiations.

b. Coordinate the draft in USAREUR, as required, to ensure conformity with current policies and plans. CINCUSAREUR (ATTN: AEAHN-IA, AEAGF-FP, and AEAJA-KL) will be included for coordination in every case. Coordination of draft agreements will determine if:

(1) The proposed agreement, change, or amendment to an existing agreement is needed.

(2) The CINCUSAREUR has authority to negotiate and conclude the change or amendment under AR 550-51 and USEUCOM Directive 5-13.

(3) The reimbursable provisions comply with statutory authority and fiscal regulatory guidance.

c. Ensure US funds are spent on facilities not on US real property records (USAREUR Suppl 1 to AR 470-17), when applicable.

d. Negotiate and coordinate with interested parties to develop a final draft.

e. Negotiate the draft agreement with the other parties and ensure provisions of USAREUR functional elements reflected in the final draft are accomplished. Alternate positions to any USAREUR provisions must be discussed with the functional element involved.

2-6. CHANGES TO EXISTING INTERNATIONAL AND THIRD-PARTY AGREEMENTS

a. For changes to existing international and third-party agreements, parties desiring a change will submit recommended changes with reasons to the CINCUSAREUR (ATTN: appropriate staff office). The responsible staff office will coordinate with other appropriate staff offices and agencies to decide if:

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(1) The proposed change or amendment is necessary.

(2) The CINCUSAREUR has authority to negotiate and conclude the change or amendment under AR 550-51 and USEUCOM Directive 5-13.

b. If determined necessary and within CINCUSAREUR authority, the party desiring the change will:

(1) Request the appropriate HQ USAREUR/7A authority (para 2-3b) to negotiate and conclude the amendment.

(2) Send the request to one of the following:

(a) HQDA according to AR 550-51.

(b) HQ USEUCOM according to USEUCOM Directive 5-13.

NOTE: Do this only if the action must be forwarded to a higher headquarters.

(3) Prepare a final version in all necessary languages.

(4) Obtain certification of translations before signature as prescribed in paragraph 1-4g.

(5) Submit the agreement to signatory parties for acceptance and signature. Backup coordination papers and other related papers will be kept on file for the entire duration of the agreement.

(6) Designate agreement administrators after conclusion of the agreement.

(7) Distribute signed certified copies to:

(6). (a) Parties listed in paragraphs 1-4h(1) through

(b) All other parties concerned.

(8) Forward copies of the agreement with reimbursable provisions to the affected:

(a) USAREUR budget agencies.

(b) Resource management offices.

(c) FAO.

2-7. IMPLEMENTING AGREEMENTS

Agreement administrators must comply with all terms and conditions of the agreement or amendment as follows:

a. Inform subordinate element commanders (e.g., unit commanders, community commanders) of their duties regarding the agreements.

b. Establish liaison with the responsible agents of the other party or parties.

c. Plan, program, and budget for required resources.

d. Ensure reimbursement is made promptly as prescribed in the terms of the agreement and applicable directives and regulations.

e. Monitor agreement compliance by all parties and correct variances.

f. Report problems or difficulties beyond the administering command's capability to resolve to the HQ USAREUR/7A staff office for the functional area concerned.

g. Conduct agreement reviews according to paragraph 2-10.

h. Forward matters requiring contact at the ministerial level to the CINCUSAREUR, ATTN: AEAHN-IA, APO 09403.

NOTE: Commanders of USAREUR major and separate major commands, assigned units, and operational command/control units and agreement administrators are not authorized direct contact at the ministerial level.

2-8. AGREEMENT ADMINISTRATORS

a. The agreement administrator is the individual or command designated by the CINCUSAREUR (AEAHN-IA) to:

(1) Supervise the execution of an agreement, including:

(a) Changes.

(b) Amendments.

(c) Termination.

(2) Maintain:

(a) Reimbursable cost data.

(b) Nonreimbursable cost data.

(3) Report performance and cost data.

(4) Conduct agreement reviews according to paragraph 2-10.

(5) Forward proposed revisions or amendments to the CINCUSAREUR, ATTN: AEAHN-IA, APO 09403.

(6) Complete AE Form 71-R (International Third-Party Agreement Cost/Reimbursement Report) on a semiannual basis. Instructions for completing AE Form 71-R are in appendix F.

b. The responsibility of agreement administrators will not cross command or funding channels. Therefore, an agreement may have more than one administrator.

c. The administration action will include, but not be limited to, the provisions of paragraphs 2-7a through h.

2-9. BILLING AND REIMBURSEMENT

Heads, HQ USAREUR/7A staff offices (para 2-3b), and agreement administrators (para 2-8) will ensure proper collection and payment, as appropriate, for support requested or rendered under international and third-party agreements. All costs incurred by the US are reimbursable.

a. Collections for support provided from appropriated funds must be deposited in the US Treasury unless specific authority allows other disposition of collections. Appropriated funds from which reimbursable support is provided should not be credited unless there is specific statutory authorization (e.g., Arms Export Control Act, NMSA Annual Appropriation Acts).

b. CINCUSAREUR (AEAGF-FP and AEAJA-KL) will be consulted when there is a question on application of collections. The appropriate US Treasury receipts accounts will be credited when logistic support is provided without a specific statutory authorization.

c. Supplementary charges (e.g., accessorial) must be applied according to AR 37-60. Military labor costs computation is prescribed in AR 37-108, chapter 17.

NOTE: Billing and reimbursement procedures are in appendix G and in references listed in appendix A.

2-10. REVIEW OF AGREEMENTS

a. Agreement administrators must review agreements that:

(1) Require reimbursement by or to the US for support provided or received semiannually along with AE Forms 71-R requested by the CINCUSAREUR (AEAHN-IA).

(2) Do not require reimbursement but establish general terms and conditions for later agreements that will require reimbursement:

(a) Every 3 years after the date the agreement is concluded.

(b) Earlier, if warranted.

b. During the review, administrators will:

(1) Verify the:

(a) Continuing need for the agreement.

(b) Applicability of the terms and conditions.

(2) Identify administrative changes required because of:

(a) Organizational changes.

(b) Redesignation.

(c) Other circumstances.

(3) Identify substantive changes required.

(4) Report to the appropriate authority (para 2-3b):

(a) Results of the review.

(b) Pertinent recommendations.

2-11. TERMINATION OR SUSPENSION OF INTERNATIONAL AND THIRD-PARTY AGREEMENTS

a. Requests for cancellation or suspension of existing agreements must be submitted to the CINCUSAREUR (ATTN: appropriate staff office). The requests must include, but not be limited to the following:

(1) Date or duration of termination or suspension.

(2) Special requirements or stipulations (e.g., restoration of area, costs to be reimbursed) of the termination or suspension.

(3) Reasons for cancellation or suspension.

b. The responsible staff office will provide the termination notice to the:

(1) Agreement administrators.

(2) Heads, HQ USAREUR/7A staff offices.

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APPENDIX A--RELATED REFERENCES

A-1. United States Code, Title 10, Section 2667.

A-2. Federal Acquisition Regulation.

A-3. DOD Publications.

DOD Instruction 2010.1 (Support of International Military Activities).

DOD Directive 5530.3 (International Agreements).

A-4. DA CPR 254 (Civilian Personnel Administration Support).

A-5. Army Regulations.

12-16 (Mutual Logistic Support Between the United States and Other NATO Forces).

30-1 and USAREUR Supplement 1 (Army Food Service Program).

37-57 and USAREUR Supplement 1 (Support of International Military Activities).

37-60 (Pricing for Materiel and Services).

37-80 (Finance and Accounting Support for the Army's Security Assistance Programs).

37-108 (General Accounting and Reporting for Finance and Accounting Offices).

95-1 and USAREUR Supplement 1 (Army Aviation: General Provisions and Flight Regulations).

215-1 (Administration of Army Morale, Welfare, and Recreation Activities and Nonappropriated Fund Instrumentalities).

405-10 (Acquisition of Real Property and Interests Therein).

420-17 and USAREUR Supplement 1 (Real Property and Resource Management).

550-51 (Authority and Responsibility for Negotiating, Concluding, Forwarding, and Depositing of International Agreements).

A-6. USEUCOM Directives.

5-13 (International Agreements, Authority, and Responsibility).

30-6 (Local National Personnel).

60-2 (US Host Nation Support Planning for Wartime).

A-7. USAREUR Regulations.

10-5 (United States Army, Europe).

12-16 (Mutual Logistic Support Between the United States Army and Other North Atlantic Treaty Organization Forces).

37-1 (Financial Management System for Tactical Commands).

37-2 (Distribution and Control of Financial Resources).

350-21 (Shared Use of US-Controlled Local Training Areas in Germany by Bundeswehr Units).

350-220 (Training Management Areas).

405-5 (Acquisition, Administration, and Disposal).

405-8 (Acquisition, Management, and Disposal of Real Estate in the Federal Republic of Germany).

405-11 (Provision of Alternate Facilities by the Federal Republic of Germany).

415-22 (NATO Common Infrastructure Program).

600-700 (Individual Logistic Support).

690-81 (Dining Facilities for Local National Personnel).

**APPENDIX B--DELEGATION OF AUTHORITY TO
NEGOTIATE AND CONCLUDE INTERNATIONAL
AND THIRD-PARTY AGREEMENTS**

B-1. Reference basic regulation, paragraph 2-2.

B-2. The Secretary of the Army has been delegated authority to negotiate or conclude, or both, the following categories of agreements:

a. Technical, operational, working, or similar agreements or arrangements concluded pursuant to a treaty or executive agreement that entails implementing arrangements.

b. Agreements with allied and friendly countries and organizations for cooperative or reciprocal operational, logistic, or other military support. These include arrangements for shared use or licensing of:

- (1) Military equipment.
- (2) Facilities.
- (3) Services.

(4) Nonphysical resources.

c. Agreements for predominantly DA matters relating to:

- (1) Combined military planning.
- (2) Command relationships.
- (3) Military exercises and operations.
- (4) Minor and emergency force deployment.
- (5) Exchange programs.

d. Agreements for the collection or exchange of military information.

e. Cooperative research, development, data exchange, and related licensed production and standardization agreements pertaining solely to health and medical matters.

f. Agreements for the collection and exchange of military intelligence. This includes cryptologic support and counterintelligence information under approved cooperative intelligence programs.

**APPENDIX C--FORMAT FOR THIRD-PARTY (GENERAL)
JOINT USE AGREEMENT**

(articles or information may be
added or deleted, as required)

AGREEMENT

between

the _____ of the Federal Republic of Germany, represented
by _____

**hereinafter called "Federation"
and**

the _____

**hereinafter called "Co-user"
and**

**the United States Army, Europe (USAREUR), represented by the Office of the Deputy Chief of Staff, Host Nation
Activities (ODCSHNA), HQ USAREUR and Seventh Army, Roemerstrasse 168, 6900 Heidelberg,**

**hereinafter called "USAREUR"
concerning**

(e.g., Joint use, construction, maintenance, access)

ARTICLE I

Cancellation of (e.g., Letter Arrangement, Agreement)

1. Joint use of (e.g., LTA, range) was authorized by (e.g., Letter Arrangement, Agreement),
dated _____.

2. As of the date of conclusion of this agreement, the (e.g., Letter Arrangement, Agreement) as well as any other possibly
existing written or verbal agreements become null and void.

ARTICLE II

NATO SOFA and Observance of German Law and US Directives

1. This agreement is in accordance with the NATO Status of Forces Agreement, the Supplementary Agreement thereto, and
the Protocol of Signature, which provide the basis for the relationship between the Federation and USAREUR, while the
German law governs the relationship between the Federation and the Co-user.

2. The Co-user must observe the provisions of the German law and, in addition thereto, existing US directives regarding
behavior on and use of the accommodation (including, but not limited to, provisions for accident prevention, technical safety
regulations and directives issued for the accommodation). Possibly required official authorizations have to be obtained by the
Co-user. The Co-user is also responsible for safety of the premises.

ARTICLE III

Object and Purpose of This Agreement

1. The object of this agreement is the (e.g., LTA, range), which is (e.g., federally owned, city-owned, privately owned). A
(e.g., map, site plan) is attached to this agreement as Annex I, which is an integral part of this agreement. The (e.g., area,
range) to be co-used is indicated on the (map, site plan).

APP C (cont)

2. The purpose of this agreement is to make the (e.g., LTA, range) available for the purpose of (e.g., shooting with, training of).

ARTICLE IV

Special Stipulations

1. USAREUR requirements have absolute priority at all times over the Co-user's activities.
2. The interests of USAREUR may not be impaired by the joint use, nor may military security be jeopardized.
3. The Co-user must guarantee to exercise due care in regard to the object of this agreement.
4. (List any special stipulations or conditions applicable in additional paragraphs.)

ARTICLE V

Security

The Co-user is subject to US security control and regulations.

ARTICLE VI

Coordination Requirement

The (e.g., full identification of unit, USMCA) is the (e.g., controlling unit/responsible agency) of or for the (e.g., LTA, range). All (e.g., training, co-use) must be coordinated with (unit, USMCA) (e.g., weeks, months) in advance. Co-use will not take place unless written authorization has been given by (e.g., unit, USMCA).

- or -

ARTICLE VI

Coordination Requirement

1. The Co-user may use the (e.g., LTA, range) on (e.g., 2, 3, 4 days per week, every Thursday and Friday morning from 8 - 10 A.M.).
2. If USAREUR requirements make it necessary, USAREUR may cancel already approved joint use.

ARTICLE VII

Alcohol Prohibition

1. No alcoholic beverages may be brought to, consumed at, or present on the (e.g., LTA, range).
2. Violations will result in immediate and permanent suspension from joint use of (e.g., LTA, range).

ARTICLE VIII

Listing of Club Members

1. On conclusion of this agreement, the Co-user will furnish the (e.g., unit, USMCA) a list of all club members.
2. The members who are (e.g., authorized to shoot) are identified on the list.

APP C (cont)

ARTICLE IX

Support/Utilities

No support or utilities of any kind are required by the Co-user from USAREUR.

- or -

ARTICLE IX

Support/Utilities

1. The following support is required from USAREUR: ~~(e.g., equipment, manpower, other support)~~.
2. The following utilities are required from USAREUR: ~~(e.g., electricity, separately metered or prorated water/sewage, trash removal, other utilities)~~.

ARTICLE X

Maintenance and Repair

USAREUR is responsible for maintenance and repair of the US accommodation. The Co-user will pay a proportionate share according to joint use of the US accommodation and as billed by USAREUR.

- or -

ARTICLE X

Maintenance and Repair

The Co-user is responsible for maintenance and repair of the ~~(e.g., area, facilities)~~ used. Major maintenance or repair work will be coordinated and authorized by USAREUR ~~(authorizing person or office)~~ in advance.

ARTICLE XI

Condition and Inventory Reports

1. A joint condition and inventory report will be prepared between the Co-user and USAREUR (and the Federation, if so desired) at the beginning and on termination of this agreement.
2. On request of one of the parties to this agreement, additional condition and inventory reports may be prepared (e.g., in case of extensive damage).

ARTICLE XII

Damages

1. Damage caused to real property, including buildings, installations, facilities, and cultivated plants thereon, as a result of the joint use, must be repaired by the Co-user or settled through payment of damages in accordance with German law.
2. The Co-user must report damages within 48 hours to ~~(e.g., commanders)~~.

ARTICLE XIII

Construction, Alteration, and Preparation of Property

The Co-user may not undertake any construction at the US-controlled accommodation, nor may the Co-user alter already existing facilities.

APP C (cont)

- or -

ARTICLE XIII

Construction, Alteration, and Preparation of Property

1. Construction or alteration to the object of joint use is only permissible with prior written consent of the Federation and USAREUR; such approval may be contingent on fulfillment of certain stipulations and requirements.
2. The Co-user will not receive any residual value payments for new construction, improvements, or alterations he undertakes.

ARTICLE XIV

Compensation

1. The co-use is free of charge as far as USAREUR is concerned because the accommodation is federally owned and, therefore, made available to the US Forces rent-free.
2. The Co-user will pay the Federation DM _____ annually. The annual compensation must be paid in advance to _____. The initial payment must be paid within 1 month after conclusion of this agreement and thereafter by the 3d workday of each _____.
3. In case of delay in payment, interest for arrears in the amount of 3 percent above the respective discount rate of the German Federal Bank has to be paid. The discount rate valid on the 1st day of the month is the basis for each day of interest of the month. In addition to this, the Federation has the right to charge a lump sum of DM 3 for each written reminder.
4. The Co-user authorizes (revocable at any time) the Federation to collect the compensation for use by debit entry collection procedure. A possible revocation must be explained to the Federation.
5. Compensation-for-use-payments may not be offset by the Co-user against the Federation because of the Co-user's own claims.

- or -

(property for which rent is being paid by US)

ARTICLE XIV

Compensation

1. The Co-user will pay a proportionate share for the use of the US accommodation.
2. The annual amount will be determined based on (e.g., duration and extent of co-use).
3. The bill(s) will be paid within _____ days of receipt to (complete German mailing address with account number, as applicable).
4. Compensation-for-use-payment may not be offset by the Co-user against USAREUR because of the Co-user's own claims.

APP C (cont)

ARTICLE XV

Liability

1. Use of the (e.g., LTA, range) is at the Co-user's own risk. The Co-user will hold harmless the United States and the Federation from any and all claims resulting from the joint use. This includes particularly claims for property damage or personal injury sustained by third parties while on the accommodation as invitees or employees of the Co-user (including, but not limited to, claims based on damage caused by the condition of the real property and structures thereon or by exploding ammunition).
2. In order to cover the liability risk assumed, the Co-user must always have and be able to prove existence of liability and property damage insurance by means of a certified copy of the insurance policy.
3. The Co-user is liable vis-a-vis the Federation and USAREUR for all damage to the accommodation occurring as a result of the joint use or caused by the Co-user's members or third parties due to entering onto and presence at the accommodation in connection with the joint use.
4. The Co-user waives all claims against the Federation and the United States for damage caused by the US Forces in execution of their mission to effects and property assets of the Co-user or the Co-user's members, employees, and guests.

ARTICLE XVI

Duration, Termination, and Extension of This Agreement

1. This agreement will enter into force as of the date of the last signature and remains valid for 1 year. Six months prior to expiration of the agreement, the Co-user must apply in writing to the Federation for a 1-year extension. The Federation will submit such application to the Office of the Deputy Chief of Staff, Host Nation Activities, HQ USAREUR/7A, Postfach 102843, 6900 Heidelberg, and inform USAREUR of its decision. USAREUR decision (approval or disapproval of the request) will be made known to the Federation. The Federation will inform the Co-user of its and USAREUR approval or disapproval. This procedure must be followed every year as long as the Co-user is interested in an agreement extension and as long as USAREUR and the Federation give favorable consideration to such a request.
2. This agreement can be terminated by either party thereto by means of a letter sent by certified mail, return receipt requested, to the other agreement parties by observing a 3-month period of notice.
3. The parties hereto agree that this agreement merely authorizes the Co-user to conduct the activities set forth in this agreement and does not in any manner confer an interest in the property itself upon the Co-user. The parties further agree that, if USAREUR requirements necessitate termination of joint use, the Commander in Chief, USAREUR (Office of the Deputy Chief of Staff, Host Nation Activities) may cancel the agreement without observing a period of notice. Existence of such requirements shall be determined solely by USAREUR. Any such cancellation shall be without liability of USAREUR to the Co-user and the Federation.
4. The above provisions shall apply likewise if the joint use is suspended for USAREUR requirements.
5. This agreement may also be terminated or suspended verbally without a period of notice. Oral notification will be confirmed in writing (by certified mail, return receipt requested). The oral notification will be applied when the urgency of USAREUR requirements does not permit adherence to the written procedure.
6. The Co-user shall vacate the accommodation as aforesaid within such time as the Commander in Chief, USAREUR, may designate.
7. If the Co-user fails or neglects to remove property belonging to him or her from the site, the Commander in Chief, USAREUR, may, at his option, cause movables to be turned over to the Federation or cause the property to be removed and the premises to be restored at the expense of the Co-user, and no claim for damage against USAREUR or its officers or agents shall arise or be made on account of such removal or restoration work.
8. This agreement will terminate at the latest date if the US Forces return the accommodation to the Federation.

APP C (cont)

ARTICLE XVII

Changes

Changes may be made only by mutual consent. They must be in writing and signed by all parties to this agreement.

ARTICLE XVIII

Language

This agreement is prepared in the English and German languages. Both texts are equally binding.

FOR THE _____:

_____ DATE: _____

FOR THE _____:

_____ DATE: _____

FOR THE UNITED STATES ARMY, EUROPE (USAREUR), REPRESENTED BY THE OFFICE OF THE DEPUTY CHIEF OF STAFF, HOST NATION ACTIVITIES (ODCSHNA), HQ USAREUR AND SEVENTH ARMY, ROEMERSTRASSE 168, 6900 HEIDELBERG:

_____ DATE: _____

_____ Annex

APPENDIX D--FORMAT FOR AIRFIELD JOINT USE AGREEMENT

(articles or information may be added or deleted as required)

AGREEMENT
between

the United States Army, Europe (USAREUR), represented by the Office of the Deputy Chief of Staff, Host Nation Activities (ODCSHNA), HQ USAREUR and Seventh Army, Roemerstrasse 168, 6900 Heidelberg.

hereinafter called "USAREUR"
and

the _____,

hereinafter called "Licensee"
concerning

The Joint Use of the _____ Army Airfield (grid coordinates _____).

ARTICLE I

Authorization for Joint Use

1. USAREUR authorizes the Licensee, its members, guests, and agents to use the airfield jointly subject to the conditions set forth in this agreement.
2. A site plan is attached to this agreement as Annex I, which is an integral part of this agreement.

ARTICLE II

Special Conditions

The operations authorized by USAREUR by this agreement are subject to the following:

- a. The airfield may be used for takeoffs and landings of civil aircraft belonging to the Licensee.
- b. The airfield may be used by (~~e.g., gliders, motor gliders, and/or powered light aircraft~~) (only Category A (~~landing speed less than~~ _____ knots) aircraft weighing less than _____ pounds should be permitted to operate).
- c. Number of aircraft permitted to be in the traffic pattern at the airfield at any one time is _____ motor aircraft, _____ gliders, and _____ motor gliders; up to _____ powered aircraft may operate at or on the airfield. These numbers may be adjusted as necessary to ensure safe flight operations.
- d. No aircraft will be parked on the airfield overnight. Aircraft may not be parked on the (~~e.g., airfield, runway, any taxiways, ramps~~). (This does not pertain to gliders awaiting or returning from flight.)
- e. Aircraft (~~may/may not~~) be refueled on the airfield property.
- f. The operation of motor airplanes is authorized as follows:

APP D (cont)

g. The Licensee may operate only when the airfield is operated by Base Operations and/or Air Traffic Control (ATC) personnel. Further, the Licensee may operate during US military duty hours only if permission has been granted in advance by the Airfield Commander by granting a Prior Planning Request (PPR). PPR should be submitted in writing or by telephone at least _____ hours before proposed arrival or departure time. Flight operations are authorized on weekends and US holidays from 30 minutes before official sunrise to 30 minutes after official sunset. The Licensee may or may not operate on German or US holidays.

h. USAREUR requirements have priority over any co-use by the Licensee at all times.

i. Access to the airfield is granted only to the Licensee's members, guests, and agents. Friendship visits from other flying clubs by airplane are not authorized. Should the Licensee grant access to nonmembers, the Licensee will ensure that the provisions of this agreement are fulfilled.

j. The Licensee's members, guests, and agents are obligated to comply with instructions imposed by USAREUR.

k. Commercial operations (e.g., round trip flights against payment) will not be conducted on the airfield. Flights by the Licensee for company or personal business purposes are not permitted. No charges or fees may be assessed by the Licensee for use of or access to the airfield or for any US services that may be provided.

l. Licensee's members returning from flights originated outside the Federal Republic of Germany are permitted to land at the airfield only after they have first stopped at a bona fide port of entry and cleared customs. PPR will specifically identify that the specific flight will originate outside of the Federal Republic of Germany. All aircraft landings at the airfield are subject to inspection and search by US Forces military police or German police (or both) at any time, with or without identifiable cause in accordance with appropriate US and German law.

m. All motor planes using the airfield must be equipped with a two-way VHF radio that enables operation with the standard frequencies of the tower. The above requirement can be temporarily waived on an individual basis for a specific flight (e.g., flight to another airfield for maintenance). Prior permission, however, is required, and appropriate light signals must be complied with.

n. The performance of acrobatic flying is strictly prohibited in the control zone.

o. The Airfield Commander will provide air traffic control or advisory service through the _____. The Airfield Commander should provide the Licensee with sufficient prior notification of tower closure. All communications with the tower must be in English.

p. A pre-accident plan will be established and maintained to include all actions to be accomplished from activation of the primary crash alarm system (e.g., investigation, removal of wreckage and debris). The plan is subject to _____ approval. The Licensee agrees to reimburse the US Government for any or all services in the event crash rescue units are actually used.

ARTICLE III**Membership**

1. The Airfield Commander will be provided a list of all members. The roster will be divided into members and pilots authorized to fly aircraft. (The Airfield Commander will issue individual identification cards to the membership. Licensee members will be required to provide the Airfield Commander with two passport-size photos for attachment to the identification card and record file.) Thereafter, the Licensee may add to or delete names from the list after notifying the Airfield Commander. The parties further agree that USAREUR may delete any name or names from the list with or without explanation. The Licensee is responsible for maintaining a current membership list on file with the Airfield Commander.

2. Membership is open to all US Forces personnel, civilians, and family members. The Licensee agrees to support fully USAREUR policy on equal opportunity and not to discriminate in membership eligibility on the basis of race, color, religion, national origin, or sex.

APP D (cont)

ARTICLE IV

Compliance With Current Regulations

The Licensee agrees to comply with all current flying and safety regulations imposed by USAREUR and the appropriate civil authority. Should USAREUR and civil regulations conflict with one another, the parties to this agreement shall meet to resolve the conflict. Pending resolution of the conflict, the Licensee will comply with the interpretation of current flying and safety regulations as directed by the Airfield Commander. If the conflict cannot be resolved, the Licensee will not be permitted to engage in activities in violation of the USAREUR regulations. The Licensee agrees to assume responsibility for enforcement thereof on his or her members, guests, and agents.

ARTICLE V

Construction, Maintenance, and Repair

The Licensee agrees that no facilities, other than those made available to the Licensee for operation authorized under this agreement, now existing or later constructed at the airfield, may be used by the Licensee. The Licensee assumes responsibility for the prevention of unauthorized use. The Licensee will not establish or erect improvements without prior written approval of the appropriate USAREUR and German Federal authorities. The authorization for use of the airfield will not require the US Forces to modify in any way their present or future use of the area and facilities to meet aviation operational criteria established by civil authorities.

ARTICLE VI

Maintenance and Repair

1. As far as USAREUR is concerned, the use of the airfield by the Licensee is free of charge. The Licensee agrees, however, to assist USAREUR, which is responsible for maintenance and repair of the airfield, by sharing facility operating expenses in proportion to the joint use. The cost share will be used for maintenance and repair of facilities made available to the Licensee under this agreement. The amount of the cost share will be determined by the

and will be based on the number of landings of the Licensee's aircraft.

2. In the event that no such cost share is assessed initially or at any other time, this fact shall not be construed to prohibit such assessment at a later date. The Licensee agrees further to perform snow removal, garbage policing, cleaning, and maintenance of areas made available under this agreement and provide security for equipment and facilities owned or controlled by the Licensee.

ARTICLE VII

Liability

The Licensee agrees to assume all responsibility for, and indemnify and hold harmless the United States and its employees and agents against any loss from liability, including litigation costs and legal expenses, or liability, for any and all bodily injuries (or death resulting therefrom, including loss of services) to persons; or damage to or destruction of property (civilian or the US Forces) of every description (including loss thereof) caused by, arising out of, or resulting from the operation, use, maintenance, or presence at the airfield of any aircraft, equipment, or material of any description, owned or used by the Licensee, its members, guests, and agents, or caused by, arising out of, or resulting from any action or nonaction of the Licensee, its members, guests, and agents, to include any damages caused or alleged to have been caused by the condition of the property.

ARTICLE VIII

Insurance Coverage

1. A copy of the registration, including current insurance policies, for each owned or leased aircraft will be furnished the Airfield Commander and updated when changes occur.

APP D (cont)

2. As a minimum, the Licensee must have and be able to prove the existence of public liability and property damage insurance in the amount of DM _____ for personal injury or property damage, or both, to cover the risks attendant to the operation of the airfield.
3. As a minimum, the Licensee must have and be able to prove public liability and property damage insurance to cover the risks attendant to the operation of all aircraft in the amount of DM _____ per motored aircraft and DM _____ per glider.
4. The Licensee must have and be able to prove the existence of public liability and property damage insurance covering the risks peculiar to the ground operation of gliders (e.g., winch, drag-line pickup car).
5. Copies of these public liability and property damage insurance policies are part of this agreement as Annex II. A second set of copies must be deposited with the Airfield Commander.
6. The Licensee will provide a current certificate of airworthiness issued by the responsible agencies for all aircraft operating out of the airfield.
7. Failure of the Licensee to maintain requirements above will result in automatic revocation of the Licensee's use privileges by the Airfield Commander.

ARTICLE IX**Security**

ARTICLE X**Utilities**

The Licensee is responsible to provide electricity, water, sewage, and refuse collection. US facilities may not be used for the above.

ARTICLE XI**Relinquishment of License**

When the Licensee wishes or has to relinquish the license, the Licensee shall notify the Office of the Deputy Chief of Staff, Host Nation Activities (ODCSHNA), HQ USAREUR and Seventh Army, Postfach 102843, 6900 Heidelberg, by a letter sent certified mail, return receipt requested. The effective date of relinquishment will be as determined by the Licensee and the German agency concerned.

ARTICLE XII**Duration of This Agreement**

1. This agreement becomes effective upon signature by the parties thereto. It is concluded for a period of 1 year from the date of last signature.

APP D (cont)

2. Application for an agreement must be submitted by the Licensee to the _____ no later than 6 months before the established termination date. The _____ will forward the application through channels to HQ USAREUR/7A for decision. If the request for conclusion of a new agreement cannot be considered favorably, the Licensee will be notified accordingly.

ARTICLE XIII

Termination or Suspension of Joint Use

1. The parties hereto agree that this agreement merely authorizes the Licensee, its members, guests, and agents to enter the airfield and conduct the activities set forth in this agreement and does not in any manner confer an interest in the property itself on the Licensee, its members, guests, and agents.

2. The parties agree that, if USAREUR requirements necessitate termination of joint use, USAREUR may cancel the agreement without observing a period of notice. Existence of such requirements shall be determined solely by USAREUR. The Licensee will be notified of agreement termination by means of a letter sent certified mail, return receipt requested. Such a letter shall be addressed to the Licensee's club address or to the _____. Cancellation will be effective the day the certified letter is received. Agreement suspension can be imposed by (Airfield Commander of Corps/SUPCOM headquarters) by means of a letter sent certified mail, return receipt requested. The agreement may also be terminated or suspended orally, without a period of notice, by USAREUR. The oral termination or suspension notice becomes effective immediately after it is made known to the Licensee. Oral notification will be confirmed by a written notice to be forwarded by certified mail, return receipt requested as described above. The oral notice of termination/suspension will be applied when the urgency of USAREUR requirements does not permit adherence to the written procedure. Any such cancellation or suspension shall be without liability of USAREUR to the Licensee.

ARTICLE XIV

Consequences of Agreement Cancellation

1. The Licensee agrees that on or before the date of relinquishment of the license by the Licensee, the Licensee shall vacate the accommodation and remove his or her property. The accommodation must be restored to its original condition or to a condition acceptable to the Airfield Commander.

2. If, however, the license is canceled, the Licensee shall vacate the accommodation as aforesaid within such time as USAREUR may designate.

3. If the Licensee shall fail or neglect to remove property belonging to him or her from the site, USAREUR may cause property to be turned over to the Federal Republic of Germany or cause the property to be removed and the premises restored at the expense of the Licensee, and no claim for damage against USAREUR or its officers or agents shall arise or be made on account of such removal or restoration work.

ARTICLE XV

Changes

This agreement may be changed by mutual consent of the agreement parties. To become effective, changes must be made in writing and signed by the agreement parties.

APP D (cont)

ARTICLE XVI

Language

This agreement is made in the English and German languages. Both texts are equally binding.

FOR THE US ARMY, EUROPE (USAREUR), REPRESENTED BY THE OFFICE OF THE DEPUTY CHIEF OF STAFF,
HOST NATION ACTIVITIES (ODCSHNA), HQ USAREUR AND SEVENTH ARMY, ROEMERSTRASSE 168, 6900
HEIDELBERG:

_____ DATE _____

FOR THE _____

_____ DATE _____

2 Annexes

I. Site Plan

II. Insurance Certification

**APPENDIX E--FORMAT FOR GOLF COURSE JOINT
USE AGREEMENT**

(articles/information may be added/deleted as required)

AGREEMENT

between

the United States Army, Europe (USAREUR), represented by the Office of the Deputy Chief of Staff, Host Nation Activities (ODCSHNA), HQ USAREUR and Seventh Army, Roemerstrasse 168, 6900 Heidelberg,

**hereinafter called "USAREUR"
and**

the United States Military Community Activity (USMCA), (name and address of community)

**hereinafter called "USMCA"
and**

the (name and address of USAREUR club and European control number (ECN)), a nonappropriated fund instrumentality of the US Forces,

**hereinafter called "USAREUR Club"
and**

the (name and address of German golf club), a German registered association,

**hereinafter called "Licensee"
concerning**

THE JOINT USE OF THE (name and address of accommodation),

hereinafter referred to as "US Golf Course."

ARTICLE I

Authorization for Joint Use

USAREUR specifically authorizes the licensee and its authorized members and guests to enter the US Golf Course and to conduct the activities identified in Article II of this agreement subject to the conditions in this agreement.

ARTICLE II

Activities

1. Licensee may:
 - a. Use the physical facilities designed for the game of golf under the rules and regulations of the USAREUR Club.
 - b. Purchase food and drinks for consumption only on the premises.
2. This agreement merely authorizes the Licensee and its authorized members and guests to use the US Golf Course facilities and to conduct the activities set forth and does not convey any interest in the property itself to the Licensee or its members and guests.
3. The members of the Licensee, by this agreement, do not obtain membership of any type in the USAREUR Club.

APP E (cont)

ARTICLE III

Customs

1. Before initial use of the US Golf Course, the Licensee agrees to provide USAREUR, USMCA, and the USAREUR Club written evidence reflecting the arrangement between the Licensee and the local German customs authorities about paying the applicable customs duties for food and drinks purchased by the Licensee and its members at the US Golf Course for consumption only on the premises.
2. Under no circumstances will this arrangement be the basis for a right by any German agency or person from such an agency to inspect any records or documents of USAREUR or the USAREUR Club.

ARTICLE IV

Coordination Requirements

The joint use by the Licensee and its members and guests will not interfere with use of the facility by members of the US Forces or the civilian component and their family members, but will be conducted in coordination with such use and under applicable rules and regulations.

ARTICLE V

Rules and Regulations

1. The Licensee agrees to comply with all Department of the Army, USAREUR, and USAREUR Club rules and regulations that govern activities at the US Golf Course. USAREUR will inform the Licensee through the USAREUR Club about these rules and regulations. The Licensee agrees to assume responsibility for enforcing these rules and regulations on its members and guests.
2. The Licensee agrees to ensure that abuses coming to its attention will be brought to the attention of the USAREUR Club authorities.

ARTICLE VI

Membership

1. The Licensee agrees to furnish the USAREUR Club a list of its members and their family members (spouses and children) who will have access to the US Golf Course and its facilities. The total number shall not exceed (number).
2. The USMCA or the USAREUR Club may delete any name from the list and will provide the Licensee the reason for the deletion.

ARTICLE VII

Special Stipulations

1. The Licensee agrees that its members and guests will not make purchases from the golf or pro shop or buy tobacco products.
2. The Licensee will use lockers and storage facilities only on a space-available basis.
3. Any food and drinks purchased by the Licensee and its members must be consumed on the premises.
4. The rights and privileges extended by the USAREUR Club to the Licensee and its members will not exceed those extended to associate members of the USAREUR Club.

APP E (cont)

5. Licensee members:

a. May not invite more than two guests at one time. Guests or family members must play in the member's group and be accompanied by the authorized member of the Licensee at all times. The member is responsible for the conduct and expenses of guests and family members.

b. Will ensure their guests or family members make no purchases at the USAREUR Club (and/or Community Club when applicable).

ARTICLE VIII

Discrimination

1. The Licensee agrees to support fully USAREUR policy on equal opportunity and not to discriminate in membership eligibility on the basis of race, color, religion, national origin, or sex (insofar as practicable).

2. The Licensee will neither accept invitations from nor participate in any activity or organization that does not conform to USAREUR policy or that discriminates on the basis of race, color, religion, national origin, or sex.

ARTICLE IX

Contribution

1. The USAREUR Club has the sole responsibility for maintaining greens, golf course area, and all buildings on the facility.

2. The Licensee will fulfill the following: (e.g., upkeep of golf course or greens or both, practice greens, driving range in proportion to usage). Taking over this task is the Licensee's contribution for defraying the USAREUR Club expenses for golf facility operation and in lieu of payment of an annual contribution.

or:

ARTICLE IX

Contribution

1. The USAREUR Club has the sole responsibility of maintaining greens, golf course area, and all buildings on the facility. To assist in performing this maintenance function, the Licensee agrees to make an annual maintenance contribution, payable in (lump sum or by mutual agreed arrangements) to the Club. The annual contribution, determined by the USAREUR Club, will be based on the use by number of users (see Art VI) and is payable on or before a mutually agreed date of each year.

2. The Licensee will be provided notice, no later than (date) of each year, of the amount of the annual contribution payable for the subsequent year. Should this agreement become effective before (date) of any year, the annual contribution will be based on a percentage of the year in which the agreement is in effect and will be payable within 30 days after notice of the amount of the contribution is provided.

ARTICLE X

Security

The Licensee agrees that its members, guests, and their vehicles are subject to US security control and regulations, as determined by the USMCA.

ARTICLE XI

Tournaments

1. The parties agree that use of German playing rules will be permitted when not in conflict with local rules or rules and regulations of the US Forces.

APP E (cont)

2. The Licensee may request authority to conduct tournaments at the USAREUR Club. Such requests must be made to the USAREUR Club and approved by the USAREUR Club at least 14 days before the tournament. The parties agree that the USAREUR Club may establish standards and limit participation for such tournaments.

ARTICLE XII

Alterations/Construction

The Licensee is not authorized to make any alterations or to undertake any construction on the US Golf Course.

ARTICLE XIII

Liability

The Licensee agrees to assume all responsibility for and indemnify and hold harmless the United States, its employees, and agents, against any loss, including litigation costs and legal expenses; or liability for any and all bodily injuries, including loss of services, or resulting death to persons; or damage, destruction, or loss of property (civilian, the US Forces, or the USAREUR Club) resulting from the participation, operation of, use of, or presence at the USAREUR Club facility of property owned or used by the Licensee and its members or guests, or resulting from any action or nonaction of the Licensee and its members and guests.

ARTICLE XIV

Insurance

The parties agree that, as a condition preceding the entering into force of this agreement, the Licensee will furnish evidence to the USAREUR Club of a public liability and property damage insurance policy covering the Licensee and its members and guests in the amount of DM 1,000,000 per person for personal injury or death and DM 100,000 per person for property damage.

ARTICLE XV

Cancellation/Suspension

1. This agreement may be canceled in whole or in part by USAREUR or the Licensee at any time by observing a 3-month period of notice. Notice of cancellation, in whole or in part, will be communicated to the other party by certified mail, return receipt requested. Cancellation, in whole or in part, will be effective the date the certified letter is received.
2. If USAREUR requirements necessitate suspension or cancellation of joint use, USAREUR may cancel or suspend the agreement, in whole or in part, without observing a period of notice. Existence of such requirements shall be determined solely by USAREUR. Any such cancellation or suspension shall be without liability of USAREUR to the Licensee. Notice of cancellation or suspension will be communicated to the Licensee by certified mail, return receipt requested. Cancellation or suspension will be effective the date the certified letter is received.
3. In the event of agreement cancellation or extensive suspension, proportionate reimbursement of the maintenance contribution will be effected to the Licensee, provided the annual amount was paid by the Licensee in advance.

ARTICLE XVI

Amendments

This agreement may be amended by mutual agreement of all agreement parties. To become effective, amendments must be in writing and signed by all parties.

ARTICLE XVII

Agreement Duration

1. This agreement will enter into force as of the date of the last signature and remains valid for 1 year unless canceled or suspended in accordance with Article XV.

APP E (cont)

2. Four months before expiration of this agreement, the Licensee must apply for agreement extension for another year. The application must be submitted to Office of the Deputy Chief of Staff, Host Nation Activities, HQ USAREUR/7A, Postfach 102843, 6900 Heidelberg. This procedure must be followed every year as long as the Licensee is interested in an agreement extension and as long as USAREUR gives favorable consideration to such a request. The Licensee will be informed by USAREUR before expiration of the respective current agreement whether the requested agreement extension is granted or denied.

ARTICLE XVIII

Language

This agreement is made in the German and English languages. Both texts are equally binding.

FOR THE UNITED STATES MILITARY COMMUNITY ACTIVITY (name and address of community):

_____ Date: _____
(Community Commander)

FOR THE (name and address of USAREUR Club): _____ Date: _____
(Custodian)

FOR THE (name and address of German golf club): _____ Date: _____
(President)

FOR THE UNITED STATES ARMY, EUROPE (USAREUR), REPRESENTED BY THE OFFICE OF THE DEPUTY CHIEF OF STAFF, HOST NATION ACTIVITIES (ODCSHNA), HQ USAREUR AND SEVENTH ARMY, ROEMERSTRASSE 168, 6900 HEIDELBERG:

_____ Date: _____

**APPENDIX F--AE FORM 71-R (INTERNATIONAL
THIRD-PARTY AGREEMENT/COST
REIMBURSEMENT REPORT) (RCS: AEAHN-5)**

F-1. In accordance with the basic regulation, paragraph 2-8, agreement administrators must submit the following information on a semiannual basis (for 1 Oct thru 31 Mar, due by 1 Jun; for 1 Apr thru 30 Sep, due by 30 Nov) prepared on AE Form 71-R:

a. For agreements under which USAREUR receives support from a foreign government or agency (reimbursable or nonreimbursable):

- (1) USAREUR agreement file no.
- (2) Dates of agreement.
- (3) Subject of agreement.
- (4) Types of support provided to USAREUR.
- (5) Government or agency providing the support to USAREUR under terms of the agreement.
- (6) Costs for report period in either US dollars or DM (after payment has been made by USAREUR).

(7) If cost data are not available by end of reporting period, reasons for nonavailability in Remarks section.

b. For agreements under which USAREUR provides support to a foreign government or agency (reimbursable or nonreimbursable):

- (1) USAREUR agreement file no.
- (2) Dates of agreement.
- (3) Subject of agreement.
- (4) Types of support provided by USAREUR.
- (5) Government or agency to which support is provided by USAREUR under terms of the agreement.
- (6) Amounts of reimbursement for report period in either US dollars or DM (after payment has been made to USAREUR).
- (7) If cost data are not available by end of reporting period, reasons for nonavailability in Remarks section.

F-2. Agreement administrators must submit the above data by the report period deadline to the CINCUSAREUR, ATTN: AEAHN-IA, APO 09403.

APPENDIX G--BILLING AND REIMBURSEMENT PROCEDURES

NOTE: The procedures for reimbursement for engineer support listed below supplement the procedures in related references listed in appendix A.

G-1. VARIABLE COSTS. These costs include utilities (e.g., electricity, gas, water, heating, sewage removal).

a. When technically possible and economically advisable, intermediate meters will be installed to measure the exact consumption of the supplied utility.

b. If intermediate meters cannot be installed for technical or economic reasons, or both, the costs for utilities supplied will be prorated based on:

(1) Estimates made by the appropriate facilities engineer.

(2) Terms of an agreement.

c. Bills for support provided (a and b above):

(1) To international headquarters activities will be processed according to NATO Offset Credit Procedures.

(2) To US units or activities from other nations will be forwarded to the receiving US activity for verification and then to the servicing FAO for payment.

d. Bills will be presented monthly, quarterly, semiannually, or annually consistent with the US fiscal year or as agreed on.

G-2. REPAIR, MAINTENANCE, WINTER SERVICE, AND SIMILAR COSTS.

a. If these services are provided to the US Forces, the following procedures apply:

(1) Before 1 April of each year, all parties to the agreement jointly will prepare a budget of expenditures authorized to be made under the agreement during the 12-month period beginning 1 October of each year and ending 30 September of the following year. The budget will state an estimate of the maximum amount, in the appropriate national currency, the US Forces will be charged for services to be provided during the 12 months.

(2) The total amount actually charged the US Forces may not exceed the estimated amount without prior US Forces approval.

(3) The supplier must develop budget estimates for reimbursable services to be provided to the US Forces in sufficient time for inclusion in the command operating budget (RCS: CSCAB-205) for the new fiscal year. Measures taken in emergency situations are exempt from this provision.

(4) The supplier will present bills to the receiving activity for verification and forwarding to the appropriate FAO for payment. The supplier will present bills monthly, semiannually, or annually consistent with the fiscal year.

b. If the US provides these services to a NATO military headquarters activity, the supplier will establish necessary pay documents for the servicing FAO for processing and forwarding to the NATO agency or activity for reimbursement.

GLOSSARY

Section I

Abbreviations

200th MMC (TA)	200th Materiel Management Center (Theater Army)
ADCSLOG-MRM	Assistant Deputy Chief of Staff, Logistics-Materiel Readiness and Modernization
ADCSPER	Assistant Deputy Chief of Staff, Personnel
ASD	Assistant Secretary of Defense
BENELUX	Belgium, Netherlands, and Luxembourg
CINCUSAREUR	Commander in Chief, USAREUR
CPR	Civilian Personnel Regulation
DA	Department of the Army
DCSENGR	Deputy Chief of Staff, Engineer
DCSHNA	Deputy Chief of Staff, Host Nations Activities
DCSI	Deputy Chief of Staff, Intelligence
DCSIM	Deputy Chief of Staff, Information Management
DCSLOG	Deputy Chief of Staff, Logistics
DCSOPS	Deputy Chief of Staff, Operations
DOD	Department of Defense
FAO	Finance and accounting office
FAR	Federal Acquisition Regulation
ISA	International Security Affairs
JA	Judge Advocate
LTA	Local training area
NATO SOFA	North Atlantic Treaty Organization Status of Forces Agreement
NMSA	NATO Mutual Support Act
ODCSHNA	Office of the Deputy Chief of Staff, Host Nation Activities
OJA	Office of the Judge Advocate
QSTAGS	Quadripartite Standardization Agreements
SA	Supplementary Agreement
SOP	Standing operating procedure
STANAG	Standardization Agreement
UK	United Kingdom
US	United States
USACSEUR	United States Army Claims Service, Europe
USAREUR	United States Army, Europe
USASETAF	United States Army Southern European Task Force
USEUCOM	United States European Command
USCINCEUR	United States Commander in Chief, Europe
USMCA	United States military community activity

Section II

Terms

Conclusion. Signing, initialing, responding, or otherwise indicating the acceptance of an international agreement, as then negotiated, by parties to the agreement.

Negotiation. Communication by any means of a position or an offer on behalf of the US, DA, or office or organizational element thereof, to an agent or representative of a foreign government (incl a foreign government agency, instrumentality, or political subdivision) or of an international organization or firm in such detail that the acceptance in substance of the position or offer would result in an agreement. Negotiation:

- a. Includes any communication conditional on later approval by higher authority.
- b. Excludes preliminary and exploratory discussions and routine meetings conducted with the understanding that the views communicated do not and will not bind any side.

FOR THE COMMANDER IN CHIEF:

OFFICIAL:



C. J. FIALA
Major General, GS
Chief of Staff

W. H. GOURLEY
Brigadier General, USA
Adjutant General

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15 - Cdr, 21st SUPCOM (AERLO-SA)
5 - Cdr, USAB
5 - Cdr, USASETAF
5 - Cdr, 7th MEDCOM
5 - Cdr, 4th TRANSCOM
8 - Cdr, 200th MMC (TA)(2 - AEAGD-MMC-P; 1 - AEAGD-A; 5 - AEAGD-MMC-XO)
5 - Cdr, 1st PERSCOM
5 - Cdr, 7ATC
5 - Cdr, 26th Spt Gp (AEUSG-DC)
5 - Cdr, 5th Sig Comd (CCE-RMA)
5 - Cdr, USAEAGSC
5 - Cdr, USARSSCE

CINCUSAREUR:

3 - DCSPER (2 - AEAGA-CP; 1 - AEAGA-CS)
2 - DCSI
6 - DCSOPS (1 - AEAGC-P; 1 - AEAGC-EX; 1 - AEAGC-FMD; 1 - AEAGC-XP; 1 - AEAGC-XA; 1 - AEAGC-ATC)
10 - DCSLOG (1 - AEAGD-LAO; 1 - AEAGD-W; 4 - AEAGD-P; 1 - AEAGD-RM; 1 - AEAGD-S; 1 - AEAGD-T; 1 - AEAGD-X)
10 - DCSNGR (1 - AEAEN-X; 9 - AEAEN-RE)
8 - DCSRM (2 - AEAGF-FP; 1 - AEAGF-FS; 2 - AEAGF-B; 1 - AEAGF-E; 1 - AEAGF-P; 1 - AEAGF-A)
2 - DCSIM
58 - DCSHNA (1 - AEAHN-X; 7 - AEAHN-GR; 1 - AEAHN-CM; 50 - AEAHN-IA)
10 - JA (AEAJA-KL)